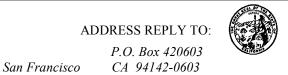
DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF LABOR STATISTICS & RESEARCH 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



HOLIDAY PROVISIONS

FOR

TELECOMMUNICATIONS TECHNICIAN IN

(pg. 2B)
Alameda, Los Angeles, San Francisco, San Mateo, Santa Clara

(pg. 2B-1) Contra Costa, Marin, Orange, and San Diego

(pg. 2B-2)

Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Humboldt, Imperial, Kern, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito, San Joaquin, San Luis Obispo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba

PREAMBLE

Pursuant to and in consolidation of the terms agreed to in the Memorandum of Agreement executed on February 5, 2001, this consolidated Contract is signed on this 16th day of March. 2001, between PACIFIC BELL/NEVADA BELL, SBC Telecom, Inc. in Las Vegas, Nevada, SBC Telecom, Inc. – Network Operations, SBC Advanced Solutions, Inc., SBC Services, Inc., Pacific Bell Information Services Maintenance Notification Group, and Pacific Bell Home Entertainment, hereinafter collectively referred to as the "Companies," and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the "Union."

The respective parties to this consolidated Contract do mutually agree and covenant as follows:

ARTICLE 1

RECOGNITION

<u>Section 1.01</u> The Companies recognize the Union as the exclusive collective bargaining representative for those employees having the occupational title classifications outlined in Appendices A and B for the collective bargaining units described in the Agreement of Recognition.

Section 1.02 Nothing herein shall be construed as authorizing the inclusion of any employee or employees not properly includable in the above described bargaining unit, nor shall be construed as a waiver or forbearance on the part of the Union of any right to represent any employee or employees properly includable in such bargaining unit as contemplated under the National Labor Relations Act as now or hereafter amended or superseded.

<u>Section 1.03</u> Additions to, or changes in, recognition as described in the Agreement of Recognition may be made by mutual agreement.

Section 1.04 The Companies recognize the Union or its authorized representatives as having sole power to execute agreements with the Companies in regard to rates of pay, wages, hours of employment and other conditions of employment affecting the employees in the collective bargaining units described in the Agreement of Recognition.

<u>Section 1.05</u> The Companies will furnish a copy of the Contract to all employees.

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Section 6.02 VACATION (Continued)

- G. An employee who is absent for more than six (6) consecutive months due to leave of absence or layoff will be eligible for vacation in any subsequent *vacation* year after returning to work and completing six (6) consecutive months of service.
- H. When the Companies deem it necessary, the Companies may, in seniority order, offer employees with scheduled vacation on the posted work schedule the opportunity to sell a full week(s) or individual vacation day(s) of his/her vacation back to the Companies.
 - NOTE: The offer of pay in lieu of vacation shall be effective only if agreed to by the employee. The employee will receive payment for the vacation time sold back to the Companies with the employee's next regular paycheck for the pay period in which the vacation time was originally scheduled. A vacancy or open slot on the vacation schedule will not be created when an employee elects to sell his/her vacation under the circumstances described above.

Section 6.03 HOLIDAYS

Eight holidays will be observed.

A. THE AUTHORIZED HOLIDAYS ARE:

New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksaiving Day, Friday after Thanksaiving and Christmas Day.

- NOTE: Holiday tours are tours of duty starting on a holiday. Holidays falling on Sunday will be observed on the following Monday. Holiday practices will apply.
- B. When a holiday occurs during an employee's vacation week, the employee will receive an additional Personal Day Off at a later time.
- C. CHRISTMAS AND NEW YEAR'S EVE SPECIAL PAYMENTS

Employees in Operator Services with titles of Central Office Associate, Operator, Service Assistant and Services Specialist will receive:

- 1. A special payment of six (\$6.00) dollars for employees whose work terminates at or after 6:00 P.M. and not later than 7:59 P.M. on Christmas Eve and/or New Year's Eve.
- 2. A special payment of eight (\$8.00) dollars for employees whose work terminates at or after 8:00 P.M. on Christmas Eve and/or New Year's Eve.
- D. ASSIGNMENT OF HOLIDAY WORK

For employees in Operator Services with titles of Central Office Associate, Operator, Service Assistant *and Service Assistant-Bilingual*:

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Employees are allowed flexibility through the use of Personal Days Off to be absent with pay.

Employees are eligible for Personal Days Off each vacation year according to the following: More Than Six (6)

	Months' Service: Maximum Number of Personal Days Off	
	Paid	Unpaid
Regular Employees	6	J.
Term Employees	6	1
Temporary Employees	2	1
Occasional Employees	N/A	N/A

NOTE: Part-time employees who are "grandfathered" will be paid for individual Personal Days Off equal to one-fifth (1/5) of the average or equivalent workweek as covered in Section 6.02D2.

> All other part-time employees will be paid for individual Personal Days Off equal to one-fifth (1/5) of the average workweek as defined in Section 4.03A2.

- Effective April 1, 2001, all Personal Days Off may be taken in two (2) hour В. increments and will be granted as deemed practicable by management.
- If employees garee to work on a paid Personal Day Off they may choose C. one of the following options:
 - Reschedule the Personal Day Off and work as though it were a normal scheduled day; or
 - 2. Work the day and be guaranteed eight (8) hours' pay at straight time, as well as one and one-half (1 1/2) hours' pay for each hour actually The Personal Day Off may not be rescheduled if the worked. employee chooses this option.
- D. PERSONAL DAY OFF, JURY DUTY AND VACATION RELIEF

When an employee in other than Operator Services has a regular shift (not tour) temporarily changed for vacation, jury duty or Personal Day Off relief, the employee will be paid as follows:

An employee who is receiving a shift differential and who is temporarily assigned to a day shift will retain the differential but be paid at straight time.